



CITY OF NEWARK
DELAWARE

Bid Security

Vendor

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

NOTICE

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

TABLE OF CONTENTS

	<u>PAGE</u>
TABLE OF CONTENTS	1
NOTICE OF LETTING	2
GENERAL PROVISIONS	3
SCOPE OF WORK	11
PROPOSAL	15
BOND TO ACCOMPANY PROPOSAL	18
NON-COLLUSION STATEMENT	20

TECHNICAL SPECIFICATIONS

CITY OF NEWARK DETAIL STANDARDS FOR ROAD UTILITY CONSTRUCTION
CITY OF NEWARK SIDEWALK SPECIFICATIONS FOR CONCRETE SIDEWALKS
CITY OF NEWARK STANDARD SPECIFICATIONS FOR ROAD AND UTILITY CONSTRUCTION
DELDOT STANDARDS AND SPECIFICATIONS

ATTACHMENTS

Wyoming Road Culvert Replacement Plans (1-4 OF 4)
State of Delaware Subaqueous Permit

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

NOTICE OF LETTING

Sealed bids for Contract No. 17-14, CULVERT REPLACEMENT – WYOMING ROAD #1, will be received in the Purchasing Office, Newark Municipal Building, 220 South Main Street, Newark, Delaware 19711 until 2:00 p.m., prevailing time, **Tuesday, January 16, 2018** and will be publicly opened and read aloud in the Council Chamber shortly thereafter.

Attendance is **MANDATORY** at a pre-bid meeting on **Wednesday, December 20, 2017 at 2:00 PM** at the project location, approximately 422 Wyoming Road, Newark, DE. For information, call (302) 366-7000.

Plans and Specifications may be obtained from the City's web page <http://www.newarkde.gov/bids.aspx>. Information can be found by accessing the Bid/Proposal Opportunities link on the home page.

CITY OF NEWARK

Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "CITY OF NEWARK-- CONTRACT 17-14, "CULVERT REPLACEMENT – WYOMING ROAD #1." Bid documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, **Tuesday, January 16, 2018.** Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

2. BID SECURITY

Each bid must be accompanied by a certified check, cashier's check, or bid bond in the amount of five percent (5%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid. If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City with the executed contract within fourteen (14) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

3. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

4. AWARDS

The City Manager, or their assigned, will review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the

right to accept or reject any or all bids, or parts of bids, as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

5. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified for the project.

6. COMPLETION DATE AND TIMES

The Contractor is to complete the work within one hundred eighty (180) calendar days from the date of written Notice to Proceed. If the contractor fails to complete the work within the contract time or fails to achieve any of the contract milestones, the contractor agrees to pay the owner \$325 per day as liquidated damages to cover losses, expenses and damages of the owner for each and every day which the contractor fails to achieve completion of the milestone work or the entire project. Liquidated damages are not to be construed as a penalty in any sense.

7. INTENT OF SPECIFICATIONS

It shall be the contractor's responsibility to furnish the goods and services specifically indicated in the scope of work, contract drawings, specifications and such other as may be required to meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

8. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

9. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

10. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. Obsolete, unsupported, or out of production products will not be accepted. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units will be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

11. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this

type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

12. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials shall be replaced at the cost of the bidder.

13. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

14. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and shall be a fair and equal opportunity employer.

15. NON-COLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

16. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda, issued no later than four (4) calendar days prior to the bid opening date. Bidders shall bear the entire responsibility for being sure they have received all such addenda.

Any questions regarding the bidding process should be directed to Ms. Cathy Trykowski, Purchasing Assistant, in writing at ctrykowski@newark.de.us. Any questions regarding the technical specifications should be directed to Tim Filasky, PE, Acting Director, Public Works and Water Resources, in writing at tfilasky@newark.de.us. No questions will be accepted closer than 7 calendar days prior to the bid opening date to allow time for the question to be answered via an addendum.

17. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Payment for material stored on-site will be made at 50% of the material's invoice price. Full payment will be made after the material is installed.

Payment will be made within thirty (30) days of final acceptance by the City.

18. BIDDER QUALIFICATIONS

No contract will be awarded to any bidder who in the judgment of the City is not a responsible bidder, or is not prepared with all the necessary experience, capital, organization and equipment to conduct and complete the work for which the bidder proposes to contract.

EACH BIDDER SHALL SUBMIT WITH THE BID A LIST OF AT LEAST FIVE REFERENCES FOR COMPLETED PROJECTS WHICH MUST INCLUDE CONTACT PERSON, AGENCY AND PHONE NUMBER.

19. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by any of them.
- B. To be eligible to bid the project, the Prime Contractor shall be required to provide a letter stating an insurer is prepared to provide coverage. Formal proof of coverage will be required prior to signing the contract.
- C. The Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:
 - \$2,000,000 Each Occurrence Limit
 - \$2,000,000 Personal & Advertising Injury Limit
 - \$3,000,000 Annual Aggregate Limit
 - \$3,000,000 Products-Completed Operations Limit
 - \$1,000,000 Business Auto Liability Limit
 - \$5,000,000 Commercial Umbrella Limit

The Prime/General Contractor, The City of Newark (Owner), and all other parties required of the general Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured subcontractor.

Subcontractors approved in association with the hiring of a Prime Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit

\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit
\$3,000,000 Commercial Umbrella Limit

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$3,000,000
Annual Aggregate	\$3,000,000

- D. The Prime Contractor shall be required to provide Builder's Risk Insurance.

20. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal, non-collusion statement, list of references, and the bid security must be executed and completed in full and submitted with the bid at the time of bidding, or may be subject to rejection.

21. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Schedule of Values
- B. Construction Schedule
- C. Reference list
- D. Construction Bond
- E. Insurance Documentation

22. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted in writing by the City.

23. GUARANTEE

The Contractor shall guarantee the work, materials, and equipment and the other Contract performances, and shall remedy, without cost to the Owner, any defects that may develop therein during a period of one year from the date of the Owner's written acceptance of Substantial Completion.

24. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

25. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated; the contractor shall be paid for services satisfactorily rendered up to the termination date.

26. FAMILIARITY WITH PROPOSED WORK

A complete understanding of the conditions, as they exist, is required by careful personal examination of the work at the site. Each contractor bidding must completely satisfy himself as to the exact nature and existing conditions of the site. The contractor also shall examine carefully the plans, if any, specifications and the contract forms for the work contemplated. Failure to do so will not relieve the successful contractor of his obligation to carry out the provisions of the contract.

The contractor shall not, at any time after the execution of the contract, set up any claims whatever based upon insufficient data or incorrectly assumed conditions, nor shall claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this contract, and shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

27. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the contractor has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground; the character, quality and quantity of the material which will be required; the character of equipment and facilities needed preliminary to and during the prosecution of the work; the general and local conditions; and all other matters which can in any way affect the work under this contract. No verbal agreement or conversation with any officer, agent or employee of the City of Newark, either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained.

28. SAFETY REQUIREMENTS

The Contractor shall comply with the requirements and standards of the Occupational Safety and Health Act and all other state and local laws, ordinances and codes governing all work to be

provided under the contract documents.

The Contractor shall maintain on-site and in all vehicles at all times spill response equipment appropriate for the types and quantities of fluids and/or materials that may be subject to spillage during the project. All discharges to the storm drainage system or surface waters are strictly prohibited. In the event that a spill reaches the storm drainage system and/or surface waters, the contractor shall notify the Public Works and Water Resources Department immediately at 302-366-7000. The Contractor will also be responsible for spill response and clean-up at no cost to the owner. If the Contractor fails to respond to and clean up a spill to the satisfaction of the owner, the owner will perform clean up and bill the Contractor for 150% of the personnel time and material expenses incurred by the City as necessary for the response.

29. RESTORATION OF DISTURBED AREAS AND CLEAN UP

Upon completion of the work, all related work, such as lawns, curbs, fences, shrubbery, and driveways which have been disturbed shall be restored to their original condition and in accordance with City of Newark Standards and Specifications. The area shall be cleared of all tools, equipment and refuse resulting from the project. The contractor shall, at the end of each day, leave the areas in which he has worked, free of debris and safely secure his material and equipment.

30. INSPECTION OF MATERIAL AND WORK

- A. Workmanship shall be of good quality and all work and material shall be at all times subject to the inspection of the City of Newark or their duly authorized representatives. The contractor shall provide reasonable and necessary facilities for such inspection. If required by the City of Newark, the contractor shall take down or uncover portions of the finished work.
- B. The contractor agrees that in case any of the material or work, or both, shall be rejected as defective or unsuitable by the City, material and the work shall be done again immediately to the satisfaction and approval of the City at the cost and expense of the contractor.
- C. Any omission or failure on the part of the City of Newark or inspectors to disapprove or reject any defective work or materials shall not be construed to be an acceptance of any defective work or material.
- D. In case the City should not consider the defect of sufficient importance to require the contractor to replace any imperfect work or materials, the City shall have the power to make an equitable deduction from the stipulated price.
- E. Neither the inspection nor supervision of the work, nor the presence or absence of an inspector shall relieve the contractor of any of his obligations under the contract or of making his work conform to the specifications.

31. DEBRIS COLLECTION AND DISPOSAL

The Contractor is responsible for collection, removal, transport and lawful disposal of construction debris and or materials.

32. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

SCOPE OF WORK

1. DESCRIPTION

The project involves the removal of the existing corrugated metal culvert, excavation of new trench, placing new box culvert and downstream energy dissipation channel and all associated site restoration, as shown on the plans and details.

The Contractor shall furnish all the required labor, materials, equipment, and appurtenances necessary for the completion of the work unless otherwise indicated by the City.

2. LOCATION

422 Wyoming Road, Newark, Delaware 19711. (Approximate Address)

3. PERMITS, CERTIFICATIONS, LAWS AND ORDINANCES

- A. The Contractor shall perform the work in accordance with all local, state and federal laws and ordinances.
- B. The Contractor shall submit a completed building permit application and supporting information to the code enforcement division for review and approval.
- C. City inspectors shall be permitted to enter the site as necessary to inspect day to day construction activities.
- D. The Contractor is required to have or obtain a City Contractor's License prior to starting the work. The Contractor is required to obtain any permits required for completion of the work. The fees for City of Newark permits will be waived.

4. COORDINATION

- A. Contractor shall coordinate construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Contractor shall coordinate its operations with operations that depend on each other for proper installation, connection, and operation.
- B. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other

components, before or after its own installation.

- C. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
- D. Coordinate with City of Newark Inspectors to ensure they are on-site as required by the City to perform inspections.
- E. Make adequate provisions to accommodate items scheduled for later installation.
- F. Coordinate with DeIDOT as necessary to ensure work within the DeIDOT right-of-way is completed in compliance with permit requirements including maintenance of traffic.
- G. Provide schedule updates to the City's representative identified during the pre-construction meeting a minimum of one time per week.

5. SUBMITTALS

The Contractor shall submit a digital copy of each submittal for review and approval. For scheduling purposes, the Contractor should allow for fourteen (14) days review time by the City. The Contractor shall provide the following submittals to the Owner for review and approval:

- A. Sequence of Construction and Schedule.
- B. Box Culvert
- C. Grout Material
- D. Rip Rap
- E. Fill Dirt
- F. Geotextile Fabric
- G. Seed and Mulch

6. RESTORATION

The Contractor is responsible to restore all disturbed areas to original or better condition and remove all debris, residuals, trash, and excess materials from the site. Contractor will be responsible for all road patching within the DeIDOT right-of-way as required by DeIDOT.

7. SECURITY AND SITE ACCESS

- A. The Contractor is responsible for security of his equipment and materials related to the work.

- B. The Contractor is responsible to maintain the work site in a safe and orderly manner.
- C. The Contractor must provide sanitary facilities on site for the duration of the project.

8. WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise authorized in writing by the Public Works and Water Resources Department.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner not less than two days in advance of proposed utility interruptions.
 - 2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 - 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- F. Contractor shall provide pedestrian detour around the project site at all times unless approved in advance by the Public Works and Water Resources Department.
- G. Contractor shall have contaminant spill response equipment readily available on-site during construction activity.

9. START DATE AND SEQUENCE OF CONSTRUCTION

The starting date of this contract will be specified by the City in a written "Notice to Proceed." A preconstruction meeting shall be scheduled to finalize the sequence of construction. The final decision as to the sequence of construction shall be that of the City's Engineer. The schedule as

it relates to liquidated damages will commence on the start date included in the Notice to Proceed.

10. COORDINATION WITH THE CITY

The Contractor shall coordinate all activities with the City including but not limited to traffic control, requests for system shut downs, and inspections. The Contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

11. EXCAVATED MATERIAL

It shall be the responsibility of the Contractor to legally dispose of all excavated material which in the opinion of the City is unsatisfactory for backfill or fill. The cost of this disposal shall be borne by the Contractor.

12. DUST CONTROL/EROSION AND SEDIMENT CONTROL

It shall be the responsibility of the Contractor to handle dust control on this project and necessary erosion and sediment controls required by the City and State, including but not limited to stormwater inlet protection and site perimeter controls.

13. TECHNICAL SPECIFICATIONS

Technical specifications are included in this document. The City's standards and specifications can be found on the City's website using the following web addresses:

- A. <http://www.newarkde.gov/633/Standards-Books>
- B. <http://www.newarkde.gov/DocumentCenter/Home/View/464>

14. CONTRACT DRAWINGS

Drawings 1 through 4 of 4 are provided with this document.

15. AS-BUILT DRAWINGS

Red line markup As-built drawings will be required for this project to assist the City in locating all improvements.

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 17-14 and bids himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

<u>Bid Item</u>	<u>Item Description</u>	<u>Amount</u>
1	Demolition of existing culvert; Lump Sum	\$ _____
2	Installation of new Box Culvert; Lump Sum	\$ _____
3	Excavation and Installation of rip rap energy dissipation; Lump Sum	\$ _____
4	Site Restoration; Lump Sum	\$ _____
Total Bid		\$ _____

Project to be completed by _____, _____, 20____.

DATE: _____ BIDDER: _____

By: _____
Its legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

BOND TO ACCOMPANY PROPOSAL

(not necessary if certified or cashier's check is used)

KNOW ALL MEN BY THESE PRESENTS THAT _____
of _____ of the County of _____
and State of _____, principal, and _____
of _____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of

_____ dollars, to be paid to said City of Newark for use
and benefit of the Mayor and Council of Newark, for which payment well and truly to be made, we
do bind ourselves, our and each of our heirs, executors, administrators and successors, jointly and
severally, for and in the whole, Contractor by these presents. Sealed with our seal dated the _____
day of _____ in the year of our Lord, two thousand
_____(20____).

NOW THE CONDITIONS OF THIS OBLIGATIONS IS SUCH that if the above bounded principal who has
submitted to said City of Newark, a certain proposal to enter into a certain Contract No. 17-14,
Culvert Replacement – Wyoming Road #1 and is said _____
shall well and truly enter into and executes said contract and furnish therewith such Surety Bond or
Bonds as may be required by the terms of said contract and approved by said City of Newark, said
Contract, and said Bond to be entered into within fourteen (14) calendar days after the date of
official notice of award thereof in accordance with the terms of said proposal, then this obligation

to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN THE

SIGNED _____(SEAL)

PRESENCE OF WITNESS:

BY _____(SEAL)

SIGNED _____(SEAL)

BY _____(SEAL)

CITY OF NEWARK
Delaware

CONTRACT NO. 17-14

CULVERT REPLACEMENT – WYOMING ROAD #1

NON-COLLUSION STATEMENT

Date: _____

City of Newark
Newark, Delaware

Gentlemen:

This is to certify that the undersigned bidder _____
has not, either directly or indirectly entered into any agreement, participated in any collusion, or
otherwise taken any action in restraint of free competitive bidding in connection with this proposal
submitted to the City of Newark on the _____ day of _____, 20____.

Signature of Bidder: _____

By: _____
Its legally authorized representative

Sworn to and subscribed before me on this _____ day of _____ 20____.

My Commission expires _____

Notary Public